

EMPLOYMENT AGREEMENT

Date: 01 of January 2025

Parties

1. **Employer: Advantage Tech PTE Ltd.** (Company No. 202306231R), registered office at 320 Serangoon Road, #13-05, Centrium Square, Singapore.
2. **Employee: Mr. Nikoloz Topuria** residing at 2 Chakhrukhadze Street, apt 5., Tbilisi, Georgia with passport number 21AA20433

The parties agree to the following terms compliant with the **Employment Act 2022 of Singapore (EA)**, related regulations and Singapore law.

1 Position & Scope

1.1 The Employer employs the Employee as **Director**. In this capacity, the Employee's duties shall include, but are not limited to:

- (a) formulating and overseeing the implementation of the Company's business strategy and objectives;
- (b) providing leadership and direction to senior management and project teams;
- (c) representing the Company in dealings with shareholders, regulators, business partners, clients and other external stakeholders;
- (d) fostering a culture of integrity, innovation and high performance across the Company; and
- (e) carrying out any other responsibilities reasonably assigned by the Board that are consistent with the role of a company director.

1.2 Duties may evolve consistent with the Employee's skills and the EA.

2 Contract Type, Term & Probation

2.1 Fixed-term contract for three (3) years beginning 01 of January 2025 ("Start Date"), renewable by mutual written agreement.

2.2 Probation: 30 calendar days. Either party may terminate during probation by giving one (1) week's notice or salary in lieu. Summary dismissal without notice is permissible only after due inquiry for misconduct.

3 Place of Work & Work Pass

3.1 Primary place of work: Singapore or remote as agreed. Remote work does not reduce statutory protections.

3.2 The Employee shall commence duties only when a valid Singapore work pass (if required) is in force.

4 Hours of Work & Overtime

4.1 Normal hours: up to 44 hours per week, Monday–Friday, 09:00–18:00 with a one-hour unpaid meal break. A minimum 45-minute break is provided if working up to eight continuous hours.

4.2 Overtime ("OT") beyond normal hours must be pre-approved in writing and is paid at 1.5 times the hourly basic rate. OT wages are paid within 14 days after the salary period. OT is capped at 72 hours per month for employees covered by Part IV EA.

4.3 The Employee is entitled to **one rest day per week**, ordinarily Sunday unless otherwise rostered.

5 Remuneration & Payslips

5.1 Salary: SGD 19 320 per month gross, payable monthly within seven (7) days after the end of each salary period by bank transfer to the account notified by the Employee.

5.2 Statutory contributions: the Employer deducts and pays CPF for Singapore citizens and permanent residents and the Skills Development Levy (SDL) for all employees. CPF is not payable for foreign work-pass holders. The Employee remains responsible for personal income tax unless withholding is mandated by IRAS.

6 Leave & Holidays

6.1 **Annual Leave:** Minimum statutory entitlement: 7 days in the first year, 8 days in the second, 9 days in the third, and 14 days from the fourth year onward. Leave accrues after three (3) months' service and is pro-rated for incomplete years. The Employer may grant additional leave.

6.2 **Public Holidays:** Eleven (11) paid public holidays per calendar year. If required to work, the Employee receives either an extra day's basic pay or a day off in lieu as agreed.

6.3 **Sick Leave & Hospitalisation:** After three (3) months' service: up to 14 days paid outpatient sick leave and, inclusive, up to 60 days hospitalisation leave per year, subject to medical certification and EA conditions.

6.4 Childcare, maternity, paternity and other statutory leave are provided in accordance with prevailing Singapore law.

7 Employee Obligations

7.1 The Employee shall perform duties diligently, comply with company policies, safeguard Employer property and confidential information, use Employer IT resources solely for work, avoid conflicts of interest (including secondary employment) without written consent, and observe any post-termination restraints in Clause 12.

8 Employer Obligations

8.1 The Employer shall provide a safe and non-discriminatory workplace, pay salary and OT on time with payslips, issue Key Employment Terms (KETs) within 14 days of the Start Date, make statutory contributions, maintain required insurance, and protect personal data in accordance with the Personal Data Protection Act 2012 (PDPA).

8.2 Work can be done on a remote basis.

9 Confidentiality & Intellectual Property

9.1 All business, technical, financial or personnel information relating to the Employer or its affiliates is confidential ("Confidential Information").

9.2 The Employee shall not disclose or use Confidential Information except as required for job performance and shall return all materials on termination.

9.3 All intellectual property created in the course of employment vests in the Employer unless otherwise agreed in writing.

10 Post-Termination Restraints

10.1 For **six (6) months** after termination, the Employee shall not solicit or entice away customers or employees of the Employer with whom the Employee had material dealings in the twelve (12) months preceding termination, within **Singapore**.

10.2 Any non-compete restriction must be reasonable, limited to Singapore, related to activities substantially similar to the Employee's role, and not exceed twelve (12) months unless otherwise agreed in writing.

11 Termination

Either party may terminate by written notice or salary in lieu by giving one (1) month's notice. The Employer may dismiss without notice only for proven misconduct after due inquiry.

Retrenchment or redundancy exercises will follow MOM guidelines, including notice and benefits where applicable.

12 Dispute Resolution

Unresolved salary or dismissal disputes shall be referred to the Tripartite Alliance for Dispute Management (TADM). If still unresolved, either party may file a claim with the Employment Claims Tribunals (ECT) within the prescribed time.

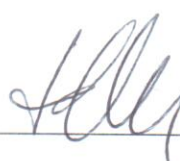
13 Governing Law

This Agreement is governed by and construed in accordance with the laws of Singapore.

14 Entire Agreement & Variation

This Agreement, together with the KETs, constitutes the entire understanding between the parties and supersedes all prior representations. Any amendment must be in writing and signed by both parties. If any provision is held invalid or unenforceable, the remaining provisions remain in force to the fullest extent permitted.

15 Signatures

Employer:	Employer:
Avantage Tech PTE Ltd Address: 320 Serangoon Road, #13-05, Centrium Square, Singapore Reg. number: 202306231R	Nikiloz Topuria Address: 2 Chakruehadze Street, apt 5., Tbilisi, Georgia Passport number: 21AA20433
Director  / Nikiloz Topuria	 / Nikiloz Topuria